

# Medic One



## REQUEST FOR PROPOSALS

### Electronic Patient Care Record (ePCR) Software

Proposals for the project named above can be mailed to:

**Thurston County Medic One  
Attn: Ben Miller-Todd and Scott Brownell  
2703 Pacific Ave. SE, Suite "C"  
Olympia WA 98501**

Or delivered to:

**Thurston County Medic One  
Attn: Ben Miller-Todd and Scott Brownell  
2703 Pacific Ave. SE, Suite "C"  
Olympia WA 98501**

**On or before February 26th, 2018 at 5:00 pm (Pacific Time)**

**Thurston County Medic One**

Olympia, Washington

Request for Proposal

Electronic Patient Care Record (ePCR) Software

Date Issued: February 12<sup>th</sup>, 2018Date Proposal Due: February 26<sup>th</sup>, 2018**I. Overview**

Thurston County Medic One (TCMO) is seeking the services of a records management software system vendor to provide software compliant with the National Emergency Medical Services Information System (NEMSIS).

TCMO is issuing this Request for Proposal (RFP) for the purpose of obtaining information and bids related to its patient and incident reporting software. Additionally, other modules will be considered such as mobile applications, hospital interface portal services, data analysis systems, ambulance billing, and others that may be offered. It is TCMO's preference to enter into an agreement with a single Vendor who can provide the complete range of required and desired modules, along with excellent customer service support. Third party applications for some of the modules will also be considered but must be fully disclosed in the RFP response.

TCMO is seeking a response from Vendors who can demonstrate that they possess the organizational, functional, and technical capabilities to perform the services requested. TCMO and the Vendor will negotiate a final contract incorporating pertinent portions of the Vendor's response to the RFP, a comprehensive list of all deliverables and services to be performed by the Vendor, applicable Vendor documentation, product literature, and pricing information.

The contractual relationship will be premised on the Vendor as the expert. TCMO will rely upon the Vendor's expertise to develop, deliver, implement and maintain solutions that fulfill the defined business requirements. TCMO expects all Vendors to exercise the highest degree of integrity in all dealings with their vendors, employees, and TCMO.

**Anticipated Timeline**

Issue RFP	02/12/2018
Vendor's submit RFP Response by 5:00pm PST	02/26/2018
Review RFPs, follow-up information, and Vendor Demonstrations (if necessary)	02/27/2018 – 3/12/2018
Award Bid	03/13/2018
Negotiated contract signed	03/31/2018
Software Implementation	04/01/2018 – 05/31/2018
“Go live” date for first agency (ALS agencies will activate first - Tumwater, Lacey, and Olympia).	06/01/2018
Completion of end user trainings and agency activations	08/31/2018

## Introduction and Medic One's Current Computing Environment

The Thurston County Medic One system ("Medic One" or "System" of "TCMO") provides Emergency Medical Services (EMS) to about 275,000 residents of, and visitors to, Thurston County, Washington. Medic One's mission is to provide efficient and effective prehospital emergency medical services to its residents in the most cost-effective manner. Thurston County's Medic One System was established in 1974. It was the first public county-wide tiered response EMS system in the United States. The Medic One System provides a fire services-based basic and advanced life support emergency medical and trauma care system, including transportation of ALS patients, to over 275,000 residents within the county's 774 square miles.

There are two hospitals located within Thurston County (Providence St. Peter Hospital and Capital Medical Center); the system routinely transports patients to Madigan Army Medical Center in Lakewood and Providence Centralia Medical Center in Lewis County. Other hospitals receive Medic One patients less routinely, including Mary Bridge Children's Hospital in Tacoma and Harborview Medical Center in Seattle, the Level I trauma center for the State of Washington. BLS transport is provided by two ambulance companies and some of the fire departments. Other transportation resources include Airlift Northwest, which provides primary response for most patients' enroute to Harborview from Olympia.

Medic One was dispatched to over 31,519 EMS calls with paramedics responding to 9,453 calls and transporting over 3,899 life critical patients during 2016. The Medic One System's 7 Paramedic units responded with a countywide average response time of 7:55 minutes.

**The "ALS Departments"** are those 3 departments who contract with Medic One to provide Advanced Life Support (ALS) services. These departments are: City of Olympia Fire Department, City of Tumwater Fire Department, and Lacey Fire District #3. Each of the fire departments in the county provides BLS response; as noted above, some of these "BLS Departments" provide transport and bill for this service.

The policy making body is the *Thurston County Board of County Commissioners (BoCC)*. Advisory to the *BoCC* and the *Medic One* office is the *Thurston County EMS Council*. The *EMS Council* is made up of 15 members: two citizens-at-large, one citizen physician at large, a *BoCC* representative, three Fire Commissioners Association representatives, a *City of Lacey* representative, a *City of Olympia* representative, a *City of Tumwater* representative, a *Fire District #1* and *Fire District #3* representative, a South County Mayors' representative, the Chair of the Operations Committee and the Medical Program Director.

The 2018 Medic One System is funded by a county-wide regular EMS levy for the countywide EMS program. The funding is used across the System with emphasis on full-time paid paramedic transport coverage. The current Medic One/EMS program budget is roughly dispersed as follows: 75.0% to ALS activities, 20.0% BLS activities/CPR/PIE, and 5.0% to administration.

ALS and BLS currently use differing ePCR systems county-wide, which are provided by the Medic One System to the departments. According to the current protocols, providers are required to complete their ePCR within 1 hour of completion of the incident.

TCOMM911's dispatch center provides dispatch services for all fire and police agencies in the county. One feature of this system is a UDS (Universal Data Stream) interface, which will send data pushed out from the CAD at the time of incident origination, at several event markers during the incident, and at the time of the close of the CAD incident. We expect that data pushed from this interface by CAD will be used to populate ePCR data fields.

## II. General information and current systems

### General

Thurston County Population:	Approximately 275,000 (2016 Data)
EMS Dispatches 2016:	Approximately 31,519
BLS Dispatches 2016:	Approximately 22,066
ALS Dispatches 2016:	Approximately 9,453
Personnel:	Approximately 500 EMT's and 65 paramedics
Agencies:	13 Fire Agencies

### Software

Current NFIRS Software:	Emergency Reporting Systems, Zoll FireRMS
Current Modules:	EMS Patient, Personnel Management
Current Billing Software:	Billing Service for BLS agencies (Systems Design).

### Systems and Network

The Countywide system will be connected via in vehicle mounted routers that provide secure Wi-Fi Hotspots allowing the end-user client to access server and other resources. Software will be required to operate in a not always connected environment.

## Purpose and Scope of the Request for Proposal

This Request for Proposal (RFP) announces the intent of Thurston County Medic One to consider purchase of a new mobile computer-based EMS data collection and management system.

The purpose of this RFP is to solicit proposals for a comprehensive solution to the County's short-range and long-range needs for collecting and managing EMS data. Each Respondent to the RFP is expected to propose a solutions package and implementation plan, application software, database management software, project plan, technical and end-user training plan, installation and migration services, and post-installation system maintenance services.

Medic One believes that completely integrated packaged solutions exist that can meet its core business requirements for this system. Given this premise, Medic One expects to make minimal modifications to the selected package.

Medic One will choose a system that most closely meets the County's needs, and eliminate as many stand-alone sub-systems and applications as possible. The preference is to select a solution from a single vendor that can provide all of the required modules in an integrated manner.

Medic One's goal is to obtain a system that:

- Is expandable to meet current and anticipated System requirements
- Promotes efficiency of the System's operations
- Provides for improved data collection above the current ePCR system
- Provides data mining tools for fire department and Medic One use
- Provides tools for all levels of staff and agency providers to have access to data or information needed to carry out their duties
- Provides for end-to-end multi-level siloed security which meets or exceeds current and future HIPAA requirements applicable to system
- Provides near-real time connectivity to the database from the mobile device
- Provides multiple methods of access to incident records, given appropriate user-level permissions, including mobile device and Web browser
- Provides single entry of data – no data element should be captured twice
- The database should be customizable by Medic One.
- Allows other open systems to be added or "bolted on" at a later date.

Functions – The County seeks to procure the following functions:

- Pre Incident Plan: the mobile device should allow display of agency-developed medical pre incident plans
- Mobile data collection: the mobile device should provide rapid collection of patient data at the patient's side,
- Wireless connectivity: the mobile device should provide near-real time updating of the backend database while wireless network connectivity is available. In the event that wireless connectivity is not available, the mobile device should update the backend database when connectivity is restored
- Stryker Physio-Control Interoperability: the system should integrate data collected from LP 12 and LP 500 devices into the final MIR with time-stamping and other data elements intact. The system should also provide functionality similar to CodeStat® Suite, including reconciliation of CAD, LP 500, LP 12, and LP 15 times and resetting of device clocks to a defined standard time. LifeNet compatibility is required.
- ZOLL Interoperability: the system should integrate data collected by the X Series and AED Plus devices into the final MIR with time-stamping and other data elements intact. The system should also provide reconciliation of CAD, X Series, and AED Plus times and resetting of device clocks to a defined standard time. RescueNet Case Review compatibility is required.
- Remote incident auditing: the system should provide the ability for the Supervising Physician to view patient data in near real-time from units assigned to an incident
- Printing: in the event it becomes necessary, the mobile device should have the ability to print to Emergency Department printers via network or USB.
- Fault tolerance: the system should provide for rapid recovery to a replacement device in the event of a hardware failure on the mobile device
- Centralized administration of mobile devices: the proposed system must support remote configuration so that changes in the mobile software will be made in one location and downloaded to the mobile device via the network on a administrator-defined schedule.
- QA/QI: The system should allow for the ability to review records for quality improvement with methods for communication with the providers and their officers in a secure and permissions based manner.
- Auditing: The system should allow auditing of a ePCR for HIPAA exposure. This should involve a record/timeline of who has accessed an ePCR, if was printed, viewed as full record or anonymized, exported in any manner,

**Required Interfaces and Data Exports** – The proposed solution will be required to receive information from and transfer information to other specific applications and databases currently used by Medic One and System agencies. These interfaces may require updating for changing data requirements over time, and these interfaces must be maintained to our current needs:

- Universal Data Stream (UDS) Interface – This interface to the TCOMM911 Tiburon TI CAD system will allow access to CAD incident data. The UDS will consist of an XML push that sends data from the CAD system Multiple times during each incident via a secure FTP transfer, or other secure method.
- Generic Exporting: Ability to export data to as yet undetermined systems (eg: FireRMS, Billing software, etc)
- CARES Data Export – Medic One exports defined cardiac arrest data points to the national CARES database in order to provide data to improve cardiac arrest outcomes. The software needs to export only data fields as defined by Medic One on a scheduled basis (eg: daily,weekly,monthly).
- NEMSIS – Must be compliant with Version 3 or better.
- Ambulance Companies: support for bi-directional user initiated exchange of live ePCR data with Olympic Ambulance, AMR, and Falck as required per our county protocol. This exchange will occur in near-real time as information exchanged on scene regarding patient care.
- Future support for bi-directional exchange of data with the Hospitals using a conversion engine between NEMSIS and HL7. This exchange will happen in near-real time.
- User initiated faxing capabilities allowing user to select a destination or manual entry of a number.
- Migration of existing data from our current ALS (SafetyPAD E4) and BLS (SafetyPAD E5) Systems.
- Billing – while Thurston County Medic One does not currently bill for services, some of the BLS departments we support do via a billing service. In order to avoid disruption of the current methods, software must be able to export to billing systems once the ePCR has been approved by the agency in a Archived PDF and NEMSIS v3 or better format.

It is possible that other functions or separate systems may be needed in the future. We would like to know what the vendor would recommend as possible solutions for the following items.

### **Incident Reporting**

1. Meets or exceeds the State's performance standards required data set. (Gold level/NEMSIS 3 certification preferred).
2. Vendor submits all CARES, or future reporting, to the state on Medic One's behalf.
3. Populates patient data for repeat clients.
4. The vendor must encompass 14 agencies with one of those (Medic One) being an umbrella agency. 3 of our agencies are ALS/BLS mix, and the remaining 10 agencies are BLS only. BLS providers shall not be exposed to ALS documentation fields.

5. Customized data elements to meet Agency and State-specific EMS needs. Custom fields must be searchable so data can be used in reporting.
6. Easy data input and intuitive workflow, including auto-save functionality, multiple data input options, Quick Picks and quick navigation through drop-down lists.
7. Validation tools to help ensure that calls are complete and meet required data elements.
8. Electronic capture of patient, provider, and witness signatures in the field on both mobile and web applications.
9. Interface capabilities — data streaming to and from CAD and cardiac monitors, fire records, hospital medical records, and billing applications.
10. Include customizable Quick Treat lists for cardiac arrest, medications, and other functions, plus immediate time-stamping of vital signs and treatment events within the documentation flow.
11. Ability to scan driver's license information and auto populate patient demographics.
12. Ability to automatically calculate loaded mileage using geocoding on both mobile and web applications.
13. Assessment tools to document initial and ongoing assessments, including pertinent positives and negatives.
14. Anatomical figures with 360-degree rotation and zoom-in capabilities.
15. Customizable ePCR fields in order to capture local and regional data. These custom data fields need to be rules driven (IF / THEN / NOT / etc.) and controlled by TCMO.
16. Advanced vital signs documentation to include BP, HR, Resp., MAP, SpO2, Capnometry and auto-calculation of Glasgow Coma Scale, Revised Trauma Score, and Pediatric Trauma Score. The ePCR's vital signs documentation should be populated through defibrillator records where these such records exist. The import of such data shall be wirelessly accomplished.
17. Easy to enter forms for complete, rapid documentation of advanced airway, burns, stroke, STEMI, patient refusals, MVC, and cardiac arrest patients and more.
18. Ability to transfer data wirelessly from one mobile computer to another, as well as between Olympic Ambulance, AMR, and, potentially, Falck.
19. Customizable user roles, password management policies, and validation routines, should all be based at the agency or higher levels as determined by Medic One. User roles should be granular enough to allow access to the system at various levels (eg: A user should be able to add/remove users at their agency and do reporting but nothing else).
20. Ability to track treatments, history etc. Rules validation to verify report complete before closing..
21. Providing an easy way for administrators to send positive feedback, document errors, or request that information be added to an appended narrative.
22. Receiving hospitals have electronic access to patient care charts electronically. Authorized hospital users of the system can login and download trips after permission has been granted by the EMS organization. The hospital only sees ePCR's on which they are identified as the receiving facility. Multiple permitted users at the hospital are able to access the ePCR. The EMS organization maintains access control to the hospitals.
23. Customize data searches for required quality improvements reports that are required by government agencies.

24. Must not require an internet connection to function.
25. Application must have an automatic update feature that allows software to be updated via internet without need to reinstall software.
26. Must not require Administrative rights on the local machine to operate and/or update.
27. A translation tool that enables EMS providers in the field to communicate with non-English speaking patients. Able to launch without leaving the ePCR application (preferred)
28. Data is hosted at secure, Tier IV - Managed Services Data Center that is SSAE 16 SOC 2 II compliant.
29. Production equipment housed at a facility with 24-hour physical security, palm print and picture identification systems, redundant electrical generators, redundant data center air conditioners, and other backup equipment designed to keep servers continuously up-and-running.
30. The strongest encryption products to protect customer data and communications, including 128-bit SSL Certification and 1024-bit RSA public keys — the lock icon in the browser indicates that data is fully shielded from access while in transit.
31. Software access only with a valid username and password combination, which is encrypted via SSL while in transmission.
32. A robust application security model that prevents customers from accessing another's data — reapplied with every request and enforced for the entire duration of a user session.
33. Tight operating system-level security with a minimal number of access points to all production servers. Strong passwords for operating system accounts, with no master password database for production servers. Operating system maintenance at each vendor's recommended patch levels for security and hardened by disabling and/or removing any unnecessary users, protocols and processes.
34. Controls on database access at the operating system and database connection level for additional security. Restricted production database access to a limited number of points, with no master password database for production servers.
35. Vendor employees have no direct physical access to the production equipment.
36. Off-site, automatic client data backups are performed simultaneously or concurrently.
37. Servers housed in a Tier-IV Internet Data Center (IDC) equipped with redundant power, multi-layered security, effective environmental controls and cooling systems, and 24×7 monitoring. Built-in redundancy for each component of our hardware infrastructure, with multiple database servers with a Raid-5 configuration.
38. Provides a bi-directional NEMESIS/HL7 transformation engine that is ePCR and EMR vendor agnostic which enables EMS agencies and Hospitals to share vital patient information including EMS ePCR data and Hospital outcomes and billing data in near-real time. The system has the capability to Populate EMR and other HIM system with digital pre-hospital care records and discrete data and also includes data analysis tools that EMS can utilize for QI initiatives pertaining to patient outcomes. This platform must already be in use for reference somewhere in the state of WA.
39. EMS providers utilizing a mobile ePCR device and an available wireless network have the ability to transmit an alert while enroute to the hospital providing the receiving facility with near real-time information for patients with suspected STEMI, stroke, cardiac, or trauma.
40. Ongoing Assurance. Vendors will be expected to provide TCMO complete and unedited access to all relevant audits performed on the vendor throughout the length of any negotiated contract.



**BLS Agency Billing**

1. The software licensing must be structured to allow for an unlimited amount of users in the system and multiple patient care records open at one time.
2. The software should have the capability to verify mileage directly from within the application.
3. The software must be ICD-10 compliant and come preloaded with a list of industry accepted ICD-10 codes.
4. The software should include various in-application searches to easily identify ePCR’s that need to be reviewed prior to submitting to billing service. This functionality should reside within the software itself separate from the reporting module.
5. Reports should be easily exportable to various file formats to include csv, excel, pdf, etc.

The configuration of the network is critical to the successful operation and long-term viability of the application software. The hardware, network, and application software must all work well together to form a total system. Consequently, the software vendors will work with TCMO’s network administrator to ensure that the network is configured properly for use with their system.

**III. Bidding Criteria**

Vendor responses will include an executive summary, company profile, qualifications, deployment process, cost proposal sheet(s), and a list of references.

The vendor must bid by module, identifying the services encompassed within each module. The bid information, by module, will detail the cost/licensing fee, training cost and number of training hours that cost includes, conversion cost and what it includes, and annual maintenance costs.

Format Example·

Module/Application	License Fees	Training Cost	Training Hours	Conversion Cost	Maintenance Cost (Annual)
Reporting	\$ xxxxxxx				
ePCR	Included				
Billing	Included				

All identified training in the bid proposal is to be performed within Thurston County. Any additional required software, , will be clearly identified within the bid document along with any associated costs, version requirements, and restrictions posed by future releases such as forced upgrading.

Modules that are included in the bid proposal are the ones to be reviewed. It is the vendor's responsibility to clearly identify any function or process, and associated costs that are not included in the specified module presented in the bid during discussion, presentation or follow- up questions. TCMO will assume that any modules reviewed are those within the bid.

#### **IV. Vendor Instructions**

Thurston County Medic One must receive responses to this RFP no later than 02/26/2018 at 5:00 PM (PST). RFP bid proposals are to be sent to:

Thurston County Medic One  
Attn: Ben Miller-Todd  
2703 Pacific Ave SE STE. C  
Olympia, WA 98501

Or via email to: [support@medic-one.thurston.wa.us](mailto:support@medic-one.thurston.wa.us)

Questions regarding this RFP are to be directed to Ben Miller-Todd 360-704-2794 or Scott Brownell at 360-704-2793.

Cooperative Purchasing. The Washington State Inter-local Cooperative Act RCW 39.34 provides a means for governmental agencies to cooperatively purchase goods and services. Responders agree that other Washington State municipalities may acquire the EMS Data System software under terms equivalent to this contract.

RFP Amendments. TCMO reserves the right to request clarification on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. TCMO reserves the right to change the RFP schedule or issue amendments to the RFP at any time. TCMO also reserves the right to cancel or reissue the RFP.

Withdrawal of Proposal. Proposals may be withdrawn at any time prior to February 26th, 2018 provided notification is received in writing. Proposals cannot be changed or withdrawn after the designated date.

Rejection of Proposals. TCMO reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of TCMO.

Proposal Validity Period. Submission of a proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between TCMO and the successful vendor.

Disclaimer. TCMO reserves the right to share, with any consultant of its choosing, the RFP and any resultant Proposals in order to secure expert opinion.

Non-Obligation. Receipt of proposals in response to its RFP does not obligate TCMO in any way. The right to accept or reject any proposal shall be exercised solely by TCMO. TCMO shall retain the right to abandon the Proposal process at any time prior to the actual execution of a contract with a vendor, and TCMO shall bear no financial or other responsibility in the event of such abandonment.

Public Disclosure. All materials provided to TCMO by Vendors are subject to Federal, State and District public disclosure laws.

#### **V. Evaluation and Selection**

TCMO will select based on proposal reviews, reference checks, total costs, interviews, and demonstrations. No costs chargeable to the proposed contract may be incurred before receipt of a fully executed contract. Proposals will be evaluated on the below criteria. Evaluation factors 1-3 below are a reflection of the items specified in Required Interfaces and Data Exports, Incident Reporting, and BLS Agency Billing needs listed above.

Evaluation factors will be:

1. System's ability to fulfill TCMO's information processing and reporting needs (50%)
2. Software scalability, flexibility, and ease of use (15%)
3. Support Services and response time (10%)
4. Vendor's experience on similar projects (10%)
5. Responses by Vendor's references (5%)
6. Total cost of ownership (10%)
7. All vendors agree to submit themselves to a security review by Thurston County
8. Due Diligence Requirement. All vendors will be subject to, but not limited to, the following: pending and past litigation, review of past system audits and reviews, review of financial statements, regulatory track record, etc.

TCMO may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget.

## **VI. Conditions**

**Business License and Taxation.** The successful vendor and all subcontractors must hold valid business and professional licenses and registrations that may be required by the State of Washington, and shall pay, before delinquency, all taxes, levies, and assessments arising from its activities.

**Insurance Requirements.** The vendor awarded the contract will be subject to TCMO's requirements for insurance reflecting the minimum amounts and conditions as defined by TCMO.

**Workers' Compensation.** The vendor shall procure and maintain for the life of the Contract/Agreement Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance

**Equal Opportunity Requirement.** TCMO is an equal opportunity employer regardless of race, color, sex, age, national origin, sexual orientation, religion, AIDS/ARC, or disability. The successful vendor must comply with TCMO's Equal Opportunity requirements.

# Thurston County Professional Services Contract Template

## PROFESSIONAL SERVICES CONTRACT (INVOLVING PROTECTED HEALTH INFORMATION)

THURSTON COUNTY/\_\_\_\_\_.

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**COUNTY**,” and \_\_\_\_\_, with its principal offices at \_\_\_\_\_, hereinafter “**CONTRACTOR**.”

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### 1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below, and shall terminate on \_\_\_\_\_.

### 2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

\_\_\_\_\_

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY’S request, the CONTRACTOR shall prepare and present status reports on its work.

### 3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR’S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR’S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties’ representatives are as follows:

a. For CONTRACTOR:

Name of Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State and Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

b. For COUNTY:

Name of Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State and Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

5. **COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$\_\_\_\_\_.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY

shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

## **6. SAFEGUARDING PERSONAL INFORMATION**

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. The COUNTY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.

## **7. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work

is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

#### **8. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

#### **9. INSURANCE**

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$\_\_\_\_\_ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers'

compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$\_\_\_\_\_ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$\_\_\_\_\_.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$\_\_\_\_\_ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for



subcontractors shall be subject to all of the requirements stated herein.

- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

## 10. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance

with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

#### **11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **12. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

#### **13. INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract

representative or designee.

#### 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

#### 15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

#### 16. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

#### 17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

#### 18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 19.

19. **CHOICE OF LAW, JURISDICTION AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

21. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.**

CONTRACTOR: Thurston County, Washington

Firm: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_, Department  
(Authorized Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

*Approved as to Form by the Prosecuting Attorney's Office  
Reviewed 1/5/05*

EXHIBIT A

*PROFESSIONAL SERVICES CONTRACT*

THURSTON COUNTY/\_\_\_\_\_

**SCOPE OF SERVICES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/\_\_\_\_\_

*COMPENSATION*

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows: